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6
7 IN THE UNITED STATES DISTRICT COURT
DISTRICT OF ALASKA

8 SAMUEL ISAACSON,
9 Plaintiff,

10 vs.

11 WALMART INC.

12
13 Defendant.
14

Case No. _____

15 **COMPLAINT**

16 COMES NOW Plaintiff, Samuel Isaacson, and for his Complaint
17 against the Defendant Walmart Inc. (hereinafter "Walmart")
18 alleges as follows:

19 **PLAINTIFF'S DEMAND FOR JURY TRIAL**

20 Plaintiff Isaacson asserts his rights under the Seventh
21 Amendment to the U.S. Constitution and demands, in accordance
22 with Federal Rule of Civil Procedure 38, a trial by jury on all
23 issues in this case.

24 1. Plaintiff Isaacson brings this action against his former
25 employer, Walmart to correct unlawful employment practices for
26 discrimination against Plaintiff Isaacson based upon Plaintiff
27 exercising his rights under the Family and Medical Leave Act
28 ("FMLA") and for discrimination and reprisal under Title VII of

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1 the Civil Rights Act of 1964, as codified, 42 U.S.C. §§ 2000e to 2000e-
2 17 for race (Jewish), religion (Jewish) and national origin (Jewish)
3 discrimination and under the Americans with Disabilities Act of 1990,
4 as codified, 42 U.S.C. §§ 12112 to 12, for discrimination based on
5 Plaintiff because of his protected disability. Defendant Walmart
6 interfered with Plaintiff's rights under the FMLA and fired him
7 in substantial part for invoking the FMLA process. Defendant
8 interfered and retaliated against Plaintiff's exercise of his
9 rights under the ADA by firing Plaintiff because of his protected
10 disability. Defendant Walmart also interfered with Plaintiff's
11 rights under Title VII and was motivated to terminate Plaintiff's
12 employment because of his Jewish heritage and religion.

13 Jurisdiction and Venue

14 2. Jurisdiction is conferred upon this Court by 28 USC
15 §1331 for federal question jurisdiction.

16 3. Defendant Walmart's actions described herein occurred in
17 the District of Alaska and at all relevant times, the parties did
18 business in the State of Alaska.

19 Parties

20 4. Plaintiff was employed full-time by Defendant Walmart
21 for over seven years in its Florida location. Plaintiff
22 transferred to the Fairbanks, Alaska, location at 537 Johansen
23 Expressway on or about October 2022, to continue his duties as a
24 manager. At all relevant times, Plaintiff Isaccson was a
25 resident of Alaska and worked in Alaska in the Fairbanks North
26 Star Borough.

27 5. Plaintiff Isaccson requested a medical leave of absence
28 covered under the FMLA during 2023, which was approved.

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1 Plaintiff was subsequently terminated by Defendant Walmart before
2 his leave of absence had completed.

3 6. Defendant Walmart is an Alaska state licensed and
4 registered corporation, that at all material times, employed
5 Plaintiff and had greater than 50 employees. At all relevant
6 times, all employees of Walmart were acting within the course and
7 scope of their employment.

8 Administrative Exhaustion

9 7. Plaintiff filed a complaint with the State of Alaska
10 Commission for Human Rights on or about August 25, 2023, against
11 Defendant Walmart alleging disability discrimination. Plaintiff
12 received a Dismissal and Notice of Rights from the U.S. Equal
13 Employment Opportunity Commission on or about January 19, 2024.
14 Plaintiff Isaccson's Title VII claims that his termination was
15 motivated by his Jewish heritage and religion were closely
16 related to and would have been within the scope of an
17 administrative investigation of his original Alaska Commission
18 for Human Rights/EEOC charge.

19 Statement of Facts

20 8. At all times relevant herein, Defendant Walmart has and
21 continues to operate retail stores located and licensed within
22 the State of Alaska.

23 9. Plaintiff at all relevant times worked at Defendant
24 Walmart's Fairbanks Superstore. Plaintiff was on FMLA protected
25 medical leave from Walmart during part of the Spring of 2023 due
26 to a flare up of Plaintiff's protected disability - epilepsy.

27 10. Plaintiff requested an extension of his medical leave
28 from Walmart, through its agent Sedgwick, on or about May 26,

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1 2023. In an email from Sedgwick, Defendant Walmart's
2 administrator for its medical leave program, dated June 5, 2023,
3 Sedgwick stated that it had received Plaintiff's request for
4 extension of his leave of absence. The Sedgwick email dated June
5 5, 2023, stated that Plaintiff's leave was approved through July
6 15, 2023. The Sedgwick email dated June 5, 2023, stated that
7 Plaintiff had until June 25, 2023 to submit additional evidence
8 to support his extended leave request.

9 11. On or about June 5, 2023, Plaintiff also received a
10 text from his supervisor stating that his employment with Walmart
11 had been terminated for "job abandonment".

12 12. In an email from Sedgwick, Defendant Walmart's
13 administrator for its medical leave program, dated June 6, 2023,
14 Sedgwick informed Plaintiff that his leave request had been
15 closed, because he was no longer employed with Defendant Walmart
16 as of June 5, 2023.

17 13. At the time that Defendant Walmart discharged Plaintiff
18 Isaccson, Plaintiff had 20 days remaining to submit additional
19 medical evidence to Defendant Walmart and Plaintiff had at least
20 40 days of FMLA leave remaining.

21 14. At all relevant times, Defendant Walmart through its
22 employees and its authorized medical leave agent, Sedgwick, knew
23 or should have known that Plaintiff was taking time off due to
24 his protected disability and medical condition and for his need
25 to be on FMLA medical leave.

26 15. Defendant Walmart terminated Plaintiff Isaccson's
27 employment on or about June 5, 2023.

28 **Count I FMLA Violation**

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1 16. Plaintiff Isaccson realleges and incorporates by
2 reference the allegations in paragraphs 1 - 15, above.

3 17. Plaintiff, at all material times, was an employee
4 under the FMLA who qualified for FMLA leave under 29 USC §2611.

5 18. Defendant Walmart, at all material times, was an
6 employer covered under 29 USC §2611(4)(A)(I).

7 19. Plaintiff Isaccson took time off due to his medical
8 condition as alleged in paragraphs 9- 10 above. At all times
9 relevant herein Defendant Walmart through its employees and
10 authorized medical leave agent, Sedgwick, knew or reasonably
11 should have known that Plaintiff was taking time off due to his
12 medical condition and his need to be on FMLA medical leave.

13 20. Plaintiff's serious medical condition, epilepsy, was
14 one to which he was entitled under FMLA to take time off
15 without employer reproach.

16 21. Defendant Walmart, though its employees and or
17 agents, retaliated, interfered with, reprised and discriminated
18 against Plaintiff for taking medical leave in one or more of
19 the following ways:

20 a. by failing to properly apply its absentee policy to
21 Plaintiff Isaccson.

22 b. by treating some or all of Plaintiff's absences in May
23 and June 2023, as non-FMLA events when Defendant knew or
24 reasonably should have known Plaintiff Isaccson's leave for
25 that time period had been approved by its agent Segwick because
26 of Plaintiff's medical condition.

27 c. by terminating Plaintiff's employment on or about June
28 5, 2023, due to his FMLA qualifying absences due to Plaintiff's

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1 medical condition.

2 22. Defendant Walmart's actions violated Plaintiff's
3 rights under the FMLA.

4 23. Plaintiff is entitled under 29 USC
5 §2617(a)(1)(A)(i)(I) to recover his economic losses consisting
6 of lost income, past and future, benefits and perquisites
7 arising from Defendant Walmart's violation of the FMLA by
8 terminating his employment while Plaintiff was on qualifying
9 FMLA leave for his medical condition.

10 24. Plaintiff Isaccson is entitled to an additional
11 damages amount equal to his economic losses under 29 USC
12 §2617(a)(1)(A)(ii) in liquidated damages.

13 25. Plaintiff is also entitled to recover his litigation
14 costs and attorney's fees under 29 USC §2617(a)(3).

15 **Count II Violation of ADA**

16 26. Plaintiff Isaccson realleges and incorporates by
17 reference the allegations in paragraphs 1 - 25, above.

18 27. Defendant Walmart's termination of Plaintiff
19 Issacson's employment with Walmart on or about June 5, 2023,
20 was a violation of the ADA, because Plaintiff Isaccson was a
21 qualified individual with a disability and the termination was
22 motivated by Walmart's knowledge and awareness of Plaintiff's
23 serious medical condition - epilepsy.

24 28. As a proximate result of the termination of
25 Plaintiff's employment by Defendant Walmart on or about June 5,
26 2023, Plaintiff has incurred lost income, past and future, back
27 pay, front pay, lost benefits, past and future, and perquisites
28 arising from Defendant Walmart's violation of the ADA.

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1 29. As a result of Defendant's termination of Plaintiff's
2 employment, Plaintiff Isaccson has suffered depression, stress,
3 financial worry, anxiety, loss of enjoyment of life,
4 sleeplessness, humiliation and loss of self esteem, in addition
5 to his economic damages, in an amount to be proven at trial.

6 30. Defendant Walmart's actions as alleged above were
7 performed in a wilful, wanton and/or reckless disregard of
8 Plaintiff's rights or general welfare. Plaintiff will seek
9 recovery of exemplary damages in an amount to be proven at
10 trial.

11 31. Plaintiff is further entitled to recovery of his
12 attorney's fees, expert witness costs and other litigation
13 costs under the ADA.

14 **Count III Title VII Discrimination**

15 32. Plaintiff Isaccson realleges and incorporates by
16 reference the allegations in paragraphs 1 - 31, above.

17 33. Defendant Walmart's agent's termination of Plaintiff
18 Isaccson's employment on June 5, 2023, was motivated by his
19 status as a Jewish person, in violation of Title VII's
20 prohibition against national origin and religious
21 discrimination.

22 34. As a proximate result of the termination of
23 Plaintiff's employment by Defendant Walmart on or about June 5,
24 2023, Plaintiff has incurred lost income, past and future, back
25 wages, front pay, lost benefits, past and future, and
26 perquisites arising from Defendant Walmart's violation of Title
27 VII.

28 35. As a result of Defendant's discriminatory termination
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1 of Plaintiff's employment, Plaintiff Isaccson has suffered
2 depression, stress, financial worry, anxiety, loss of enjoyment
3 of life, sleeplessness, humiliation and loss of self esteem, in
4 addition to his economic damages, in an amount to be proven at
5 trial.

6 36. The acts of discrimination to which Plaintiff was
7 subjected by Defendant Walmart and its agents, employees and
8 supervisory employees, were willful, malicious, oppressive,
9 outrageous and done in bad faith and in reckless disregard of
10 the rights of Plaintiff Isaccson, so as to entitle Plaintiff
11 Isaccson to an award of punitive damages against Defendant
12 Walmart, in an amount to be proven more specifically at trial.

13 37. Plaintiff is further entitled to recovery of his
14 attorney's fees, expert witness costs and other litigation
15 costs under Title VII.

16 **COUNT IV (Injunctive Relief)**

17 38. Plaintiff Isaccson reaffirms and realleges the
18 allegations in paragraph 1 - 37 and further complains against
19 the Defendant Walmart as follows:

20 39. Plaintiff Isaccson requests injunctive relief against
21 Defendant Walmart as follows:

22 A. Ordering Defendant Walmart to remove all derogatory
23 information and documents, including but not limited to
24 Plaintiff Isaccson's termination documents from June 2023 and
25 all related documents from Plaintiff's personnel file;

26 B. Ordering Defendant Walmart to limit any verbal or
27 written reports regarding Plaintiff's reason for leaving
28 employment as "quit on mutually agreeable terms".

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PRAYER FOR RELIEF

WHEREFORE, Plaintiff Samuel Isaccson, prays that judgment be entered against the Defendant Walmart Inc. as follows:

1. For violation of the FMLA by Walmart and its agents and employees, and for wilful violation of the FMLA by Walmart and its agents and employees, by termination of Plaintiff Isaccson while he was on qualified medical leave for his medical condition and for wilful violation of the FMLA an award of liquidated damages in an amount equal to Plaintiff's economic damages.

2. For violation of the ADA by Walmart and its agents and employees, by termination of Plaintiff Isaccson motivated by his medical condition - epilepsy.

3. For violation of Title VII by Walmart and its agents and employees, for their termination of Plaintiff Isaccson motivated by his Jew faith and national origin.

4. For injunctive relief:

A. Ordering Defendant Walmart to remove all derogatory information and documents, including but not limited to the documents concerning Plaintiff's June 2023 termination of employment, from Plaintiff's personnel file.

B. Ordering Defendant Walmart to limit any verbal or written reports regarding Plaintiff's reason for leaving employment as "quit on mutually agreeable terms".

3. For award to Plaintiff of compensatory damages for back-pay, past lost income, future lost income, front pay, emotional distress, past and future, medical expenses, past and future, and incidental and consequential losses.

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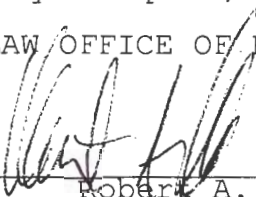
1 4. For award to Plaintiff of punitive damages against the
2 Defendant in an amount to be proven at trial for violation of
3 Title VII and/or the ADA or alternatively liquidated damages
4 for wilful violation of the FMLA.

5 5. For an award to Plaintiff of his reasonable costs,
6 interest and attorney's fees as permitted by Title VII of the
7 Civil Rights Act of 1964.

8 6. For an award to Plaintiff of such other relief as the
9 court deems just and equitable in the premises.

10 DATED this 15th day of April, 2023, at Fairbanks, Alaska.

11 THE LAW OFFICE OF ROBERT A. SPARKS

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13 _____
14 Robert A. Sparks
15 Attorney for Plaintiff
16 Samuel Isaccson
17 Membership No.: 8611139
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